

**IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS**

**HOMAYAN KABIR,**

**Plaintiff,**

v.

**CNMI PUBLIC SCHOOL SYSTEM, and  
JONAS BARCINAS**

**Defendants.**

**No. CV 07 0034**

## DECLARATION OF JONAS BARCINAS

COMES NOW Jonas Barcinas, who would now declare as follows:

"I am over the age of majority and fully competent to make this Declaration, and would testify to the matters contained herein in a court of law if called to do so.

"I am a defendant in the above styled and numbered cause. As such, I am familiar with the allegations in the Complaint

“ I am employed by the CNMI Public School System (PSS) as principal of Dandan Elementary School. I have been so employed since December, 2000. My duties as principal of Dandan Elementary School include acquiring and supervising the delivery of security services for the school campus from time to time.

“As PSS does not directly employ any security guards, some security services for Dandan Elementary School in the past have been acquired through the issuance of competitive Invitations for Bids by PSS. Providers of security services respond to these Invitations for Bids and a winning bidder is selected and a contract signed for the delivery of security services to PSS, including Dandan Elementary School.

"At other times, when Invitations for Bids for system wide security are not forthcoming, generally for budgetary reasons, I make individual arrangements with security providers under small/emergency purchase orders when I can get funding for them. (Ex. 2-1, Eagle Security Services Proposal).

**DEFENDANT  
EXHIBIT**

1 "Homayan Kabir (Kabir), the plaintiff in the above styled and numbered cause, is the owner of  
2 Eagle Security Services (Eagle), a local provider of security services. To my knowledge, Eagle Security  
3 Services has never had a system wide contract with PSS for the provision of security services.

4 "Eagle has provided security for Dandan Elementary School in the past under small/emergency  
5 purchase orders. Such services were provided during the period from 2005 to October, 2007. Under  
6 these purchase orders, it was the duty of Eagle Security Services to provide security services to Dandan  
7 Elementary School for these periods. Eagle Security Services also agreed to help keep the campus clean  
8 by sweeping, picking up trash, and other duties. (Ex.2-2, Memo of July 28, 2006)

9 "It was part of my regular duties as principal of Dandan Elementary School to supervise the  
10 performance of Eagle Security Services under these purchase orders, and to approve all requests for  
11 payments to Eagle Security Services for services performed. All requests for payment made by Eagle  
12 Security Services would be supported by time sheets showing the hours worked by employees of Eagle.  
13 Kabir provided many of these services personally, as he had difficulty retaining employees from time  
14 to time. An example of a properly supported purchase order is attached as Ex. 2-3.

15 "During the month of October, 2006, Kabir requested payment for services rendered. The  
16 request was supported by time sheets which I knew to be false. The time sheets purported to document  
17 hours worked and services provided when those hours had not been worked nor services provided by  
18 Kabir or any Eagle employees. I knew the time sheets were false because I had been on the campus  
19 during the time periods involved, and neither Kabir nor any of his employees had been on the campus  
20 providing services during those periods.

21 "I refused to authorize payment for the periods claimed where no work had been provided.  
22 When confronted with this, Kabir became angry and left my office. A few minutes later, I received a  
23 telephone call from my aunt, Ms. Elphidia Sablan (generally known as "Auntie Pidding"), who stated  
24 that Kabir was in the reception area of the main government administration building on Capital Hill.  
25 She said Kabir was upset and crying and making wild accusations of sexual misconduct against me. She  
26 said Kabir had come in to see his wife, Cynthia Attao (Ms. Attao and Ms. Sablan were both working in  
27 the administration building as receptionists).

1 "I told her there had been a dispute over the time sheets. Kabir had claimed he worked twenty-  
2 four hour days on two weekends (Oct 14 & 15 and October 21 & 22, 2006). I told her that I knew he  
3 did not work twenty four hours on those days because I had been at the school during the daylight  
4 portion of those days and neither he, nor any of his employees, were there. In fact, he had called me at  
5 6:00 a.m., Saturday, October 14, 2006, and told me he could not work that day as he had been at work  
6 all night. He explained that his employee had quit. Also, I had a regular Saturday morning reading  
7 academy which I conducted from 8:00 a.m., until 12 noon on the two Saturdays involved. Both of the  
8 Sundays in question I was on campus because there was a Paluaan softball league playing on campus  
9 and I was there for that.

10 "Some twenty or thirty minutes later, Kabir returned to my office and submitted his time sheet  
11 again. The time sheet was inaccurate and uncorrected and I once again refused to sign it. He became  
12 very upset and began yelling at me, calling me a liar, swearing that he had worked. He became so loud  
13 that I had to ask him to leave the office. Mr. James Ramon was a witness to this.

14 "I have read the allegations Kabir made against me to the Equal Employment Opportunity  
15 Commission, which he has presented to the Court as an attachment to his Declaration. I deny all of these  
16 allegations. I have never asked Kabir for sex, nor would I.

17 "The statements in Cynthia Attao's Declaration are also based on Kabir's lies. The statement  
18 about the supposed events that occurred at my house are particularly ridiculous. The only time Kabir  
19 has been to my house was once when he came by to deliver a work schedule. My family was home at  
20 the time. The whole thing is preposterous.

21 "Kabir's company had furnished security for the Dandan campus off and on since 2005.  
22 Obviously, I dealt with him throughout this period. I found him to be difficult to deal with, unable to  
23 keep employees, and not particularly trustworthy. The school was burglarized while Eagle was supposed  
24 to be on duty. The juveniles that burglarized the school said he was asleep.. I gave him a second chance  
25 because of the urging of my aunt, Elphidia Sablan, who is their godmother from their wedding.

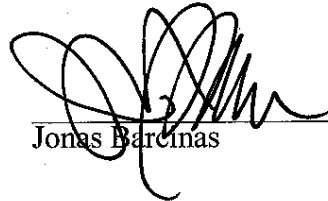
26 Kabir agreed that Eagle would pick up trash and sweep the main hallways in addition to their  
27 duties as security guards. He then complained about it. I asked him for a schedule for his guards and  
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1 he did not want to provide one. Ex. 2-2 Memo of July 28, 2006. I sent him a memo on August 2, 2006,  
2 regarding his uncooperative and marginal work ethics. (Ex. 2-4, Memo of August 2, 2006). I finally  
3 sent him a letter on October 16, 2006, terminating Eagle Security Services. (Ex. 2-5, Letter to Eagle  
4 of October 16, 2006).

5 These allegations of sexual misconduct were all made after Kabir submitted the false time sheet,  
6 and also after I told him his services would not be needed any more.

7 Kabir had been threatening to sue me over various matters prior to raising the allegations of  
8 sexual misconduct. (Ex. 2-5).

9 "I swear under penalty of perjury that the above and foregoing is true and correct, that I have  
10 personal knowledge of the facts contained above, and that I execute this Declaration on the island of  
11 Saipan, Commonwealth of the Northern Mariana Islands, this 10th day of April, 2008."

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15 Jonas Barcinas  
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